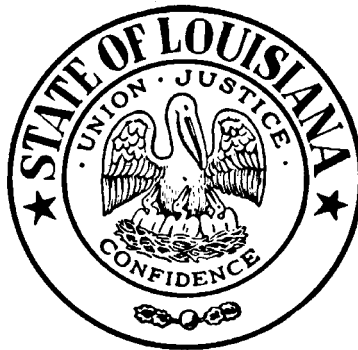


**REQUEST FOR PROPOSAL**

**NEW HIRE REPORTING PROGRAM AND IN-HOSPITAL PATERNITY PROGRAM  
FOR**

**DEPARTMENT OF SOCIAL SERVICES  
OFFICE OF FAMILY SUPPORT  
SUPPORT ENFORCEMENT SERVICES**



**File No: M 50882 KP**

**Solicitation # 2202328**

**Proposal Opening Date: September 22, 2005  
Proposal Opening Time: 10:00 A.M. CDT**

**State of Louisiana  
Office of State Purchasing**

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**REQUEST FOR PROPOSAL**  
**FOR**  
**NEW HIRE REPORTING PROGRAM AND IN-HOSPITAL PATERNITY PROGRAM**

**PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Background**

The purpose of the New Hire Reporting Program is to locate child support obligors through their employer's reporting of newly hired, rehired, or recalled employees and independent contractors as required in accordance with welfare reform, Section 313 of the Personal Responsibility Work Opportunity Reconciliation Act of 1996 (PRWORA) 42 U.S.C. 653 A, Section 409.2576. The purpose of the In-Hospital Paternity Program is for all birthing hospitals to report all non-legal births of children in the State, provide an acknowledgement of paternity signed by the non-custodial parent or in the absence of an acknowledgement of paternity, provide enough information regarding the non-custodial parent and the circumstances surrounding the conception of the child in order to establish paternity. The contractor must ensure that employers comply with time limitations for reporting of New Hires; and if necessary, provide enforcement for timely reporting or forward to the State for enforcement. The contractor will contact non-compliant employers using multiple communication processes and approaches to obtain compliance.

The State received an average of 43,192 New Hire records per month and 1400 In-Hospital Paternity records per month, to date during calendar year 2004. The State cannot guarantee the volume of records that will be reported; therefore, the Proposer is solely responsible for taking this factor into its pricing consideration.

Proposer should have experience with and knowledge of the New Hire Reporting Program and In-Hospital Reporting Program and expertise in data verification, data entry, imaging transmission, magnetic and electronic data transmission, facsimile transmission, web-based transmission, and quality control.

**1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing the Department of Social Services with a New Hire Reporting Program and an In-Hospital Reporting Program. Proposer is not only responsible for the daily operation of the New Hire Reporting Program and the In-Hospital Reporting Program, but will also provide customer and technical services to the State, employers, and hospitals. Proposer shall collaborate with the State to develop employer outreach/compliance procedures, communicate New Hire and In-Hospital

reporting requirements to employers and hospitals, and provide technical assistance to same. Although the primary use of the New Hire Reporting data is to update LASES, the proposer may be required to transfer this data from LASES to other department's automated systems within the State. Contractor will monitor timeframes to ensure that employers are submitting new hire information in a timely manner and take enforcement action or report non-compliance to the State for enforcement action.

### **1.1.2 Goals and Objectives**

The goals of the New Hire and In-Hospital Paternity Reporting Unit are to relieve state staff from providing data input services, outreach, and any other services associated with these programs, so that staff can be used more effectively in other areas of Support Enforcement Services. Enforcement of employer reporting requirements is also a goal. This RFP is not meant to replace any State employees.

## **1.2 Definitions**

- A. **Agency** – Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
- B. **Can** – The term “**can**” denotes an advisory or permissible action.
- C. **Contractor** – The Proposer awarded the Contract as a result of this RFP.
- D. **Could** – The term “**could**” denotes an advisory or permissible action.
- E. **Dishonesty of Employee** – means dishonest acts committed by an “employee of the Contractor”, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
  - Cause one to sustain loss; and/or
  - Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing, or pensions) for the “employee”, or any person or organization intended by the “employee” to receive that benefit.
- F. **DSS** – The Department of Social Services.
- G. **DSSIS** – Department of Social Services Information Services.
- H. **Discussions** – For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit Proposals in response to this RFP.

- I. **Employee** – includes any person employed by contractor, under a written agreement between you and the contractor, to perform duties related to the contract.
- J. **LASES** – Louisiana Automated Support Enforcement System (The child support mainframe computer application).
- K. **May** – The term “**may**” denotes an advisory or permissible action.
- L. **Must** – The term “**must**” denotes a mandatory action or requirement.
- M. **Occurrence** – all loss caused by, or involving, one or more “employees”, whether the result of a single act or series of acts.
- N. **OFS** – Office of Family Support.
- O. **Program** – The divisions of Department of Social Services, i.e., Office of Family Support (OFS), Support Enforcement Services (SES), Temporary Assistance for Needy Families (TANF), Food Stamps, Strategies to Empower People (STEP), Office of Community Services (Foster Care/Day Care providers), and Louisiana Rehabilitation Services.
- P. **Proposal** – The formal written response to this document.
- Q. **RFP** – Request for Proposal (This document).
- R. **SES** – Support Enforcement Services, Louisiana’s Child Support Agency.
- S. **Shall** – The term “**shall**” denotes mandatory requirements per R.S. 39:1556(24).
- T. **Should** – The term “**should**” denotes an advisory action.
- U. **State** – The State of Louisiana, Department of Social Services, Office of Family Support, Support Enforcement Services.
- V. **Obligors** – Those persons designated to provide child and/or medical support.
- W. **New-Hire** – Data provided by employers regarding newly hired, rehired, or recalled employees.
- X. **In-Hospital Paternity Program** – A program operated within Support Enforcement Services, which collects data from birthing hospitals regarding Paternity information for non-legal children.
- Y. **Child Support** – A legally enforceable obligation of a parent to provide support for (a) child(ren).

Z. **SDNH** – State Directory of New Hire, which is a repository of data for newly hired, rehired, or recalled employees provided by in-State employers.

AA. **NDNH** – National Directory of New Hire, which is a repository of data for newly hired, rehired, or recalled employees. This data is provided by all states and territories from their SDNH.

BB. **LaPAC** – The State’s online electronic bid posting and notification system, located on the Office of State Purchasing website [www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp).

### 1.3 Schedule of Events

<i><b>Event</b></i>	<i><b>Date &amp; Time</b></i>
RFP mailed to prospective proposers	August 11, 2005
Deadline for receiving written inquiries	August 25, 2005
Deadline to answer written inquiries	September 8, 2005
Proposal Opening Date (deadline for submitting proposals)	September 22, 2005 10:00 A.M. CDT
Oral Discussions w/ Proposers, if applicable	To be determined
Notice of Intent to Award to be mailed	To be determined
Contract Initiation	To be determined

**NOTE: The State of Louisiana reserves the right to deviate from these dates.**

### 1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

The Office of State Purchasing shall receive all proposals **no later than the date and time shown in the Schedule of Events.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

C     **Proposal Name: Request for Proposal for New Hire Reporting Program & In-Hospital Paternity Reporting Program**  
C     **File Number: M 50882 KP, Solicitation No. 2202328**  
X     **Proposal Opening Date: 10:00 A.M. CDT, September 22, 2005**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the physical location.**

Proposals may be mailed through the U. S. Postal Service to our box at:  
Office of State Purchasing  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

Proposals may be delivered by hand or courier service to the physical location at:  
Office of State Purchasing  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of new security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

## **1.5 Proposal Response Format**

This section describes the minimum information requirements to be included in each proposal submitted in response to this RFP.

Proposers should submit a proposal, which includes enough information to satisfy evaluators that the proposer has the appropriate experience, and qualifications to perform the scope of work as described herein. Proposer should respond to all areas requested.



Proposer should ensure that their proposal contains sufficient information for the state to make its determination by presenting acceptable evidence that the proposer has the ability to perform the services called for by the contract.

Proposals submitted for consideration should follow the format and order of presentation described below:

The Technical Proposal should include the following:

- Cover Letter
- Table of Contents
- Executive Summary
- Corporate Background, Experience, and Qualifications
- Proposed Project Staff Experience
- Approach and Methodology
- Approach to Accomplishing Scope of Work
- Innovative Concepts
- Other Information
- Administrative Information

The Cost Proposal should be submitted on **Attachment II**.

A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirming that Proposer is willing to perform those services and enter into a contract with the State. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority, which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **Executive Summary:** The executive summary should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, and the name, title, and contact information (address, telephone number, fax number, and email address) of each person authorized by the Proposer to contractually obligate the Proposer, and of the contact person for technical and contractual clarifications throughout the evaluation period.

It should also condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the proposer's entire proposal. Proposers should summarize their understanding of the problem being addressed by this RFP and the objectives and intended results of the project, as well as the scope of work.

Proposers should briefly describe how their proposal meets the requirements of this RFP, why the proposer is best qualified to perform the work required herein, and their understanding of the contractor's responsibilities for the project. Proposers should state how their solution will address problems identified by this RFP and the department's objectives and how their solution will achieve intended results of the project.

If the proposal materially deviates from the requirements of this RFP, the proposer should specifically describe how their proposal differs from the RFP, why it differs, how the difference will benefit the State of Louisiana, Department of Social Services, Office of Family Support, Support Enforcement Services.

The executive summary should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address specific language in **Attachment V** and submit whatever exceptions or exact contract modifications that the firm may seek to the sample contract as part of the proposal. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

The executive summary should not exceed 10 pages in length.

**D. Corporate Background, Experience, and Qualifications:** History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.

- The proposer should give a brief description of their company including a brief history, corporate structure and organization, the number of years in business, and copies of their latest financial statement.
- Evidence of adequate financial stability is a prerequisite to the award of a contract regardless of any other consideration. Proposers should include in their submitted proposals such financial documentation, as they believe sufficient to establish their financial capability. Certified financial statements must include, at a minimum, a balance sheet and an income statement. The State reserves the right to request any additional information to assure itself of a proposer's financial status.
- Proposer must provide the names of at least three (3) clients to whom similar services have been provided within the last (3) years, contractual rate, the exact function performed by the proposer, the dates the proposer performed the work, and the names, addresses, and phone numbers of persons who can verify the accuracy of the information or the quality of service that the proposer has provided in the past. See **Attachment III**, Customer References. The State reserves the right to obtain

information from any resources deemed necessary regardless of whether the Proposer provides the source.

- The Proposer should demonstrate corporate awareness and commitment to the needs and objectives of the Department of Social Services.

- E. **Proposed Project Staff:** The State believes that the contractor must commit a cohesive, dedicated, highly skilled core team of key personnel. This section of the proposal should identify its proposed core team. Include roles and responsibilities for each person on the project, their planned level of effort, their anticipated duration of involvement, and the percent of time that they will be on-site. The resumes and qualification summaries of each proposed key personnel should include
- Detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project
  - Education, training, technical experience, functional experience, specific dates, and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.
  - A minimum of three references for each resume (name, title, company name, address and telephone number) should be provided for cited projects in the individual resumes.
  - Experience with and length of time employed by the proposer.
  - Experience in project management.
  - Experience in developing training materials and training plans.
  - Experience in the implementation of large-scale projects.

Note: The proposer is responsible for verifying reference contact information, including but not limited to phone numbers and addresses. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or inaccurate contact information could result in a zero score in this category.

- F. **Approach and Methodology:** This section of the proposal should describe the approach and methodology used by the proposer. This section should describe the:
- Proposer's Implementation Plan with timelines.
    1. Schedule of tasks and deliverables and time frames associated with the completion of each task or deliverable necessary to implement terms of this RFP and resulting contract.
    2. Start and finish dates of tasks.
    3. Plan and timetable for hiring staff.
    4. Office location and plan for securing office space and office equipment.
    5. Plan and timetable for hiring staff.
    6. Organizational chart, narrative descriptions of organizational structure and workflow.
    7. Total number of staff and titles with job descriptions and indications as to which are permanent or temporary, and which are full time or part time.
    8. Strategy for insuring confidentiality and security requirements are enforced.

- Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the State.
- Proposer should define the functional approach in providing the services.
- Proposer should define their functional approach in identifying the tasks necessary to meet requirements.
- Approach to Project Management and Quality Assurance.
- Sample project status/updates reports (and frequency) the proposer will use.
- Escalation procedures to be followed by the proposer to resolve project problems, issues, and/or changes during the project.
- Procedures to be used to provide project update and status information in a written and/or oral format, and to interface with State management.
- Sign-off procedures for the major decision-making points of the project's work plan
- Approach to obtaining State approval of deliverables.
- An indication, by deliverable, of the allocated turnaround time for State review, acceptance or rejection of deliverables.
- Approach to monitoring performance standards and overall performance monitoring plans.
- Methodology for capturing and reporting statistics used in billing the State for the services provided.

- G. **Approach to Accomplishing Scope of Work:** This section should describe the proposer's approach to each of the tasks and deliverables described in **Sections B and C of Attachment I, Scope of Work**. Proposer should describe in detail their approach to accomplishing the scope of work. Mere assertion or affirmation that a requirement will be met will not be considered an acceptable response.
- H. **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.
- I. **Other:** Any other information deemed pertinent by the proposer, including terms should be included.
- J. **Cost Proposal:** Proposer's costs shall be submitted. Any and all costs the Contractor wishes to have considered in the contractual arrangement with the State shall be included in the prices quoted per the price schedule attached. The State reserves the right to review all aspects of the cost proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry norms. Prices should be submitted on the price schedule furnished in **Attachment II**. Proposed costs shall be the fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

**NOTE: All pages of each proposal should be consecutively numbered from beginning to end.**

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one **(1) signed original response**. **Nine (9)** additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

The original response should be clearly marked or differentiated from the other copies of the proposal required to be provided by a notation in the lower left corner of the cover (of each volume) with the words **“Signed Original”**.

This copy will be retained for incorporation by reference in any contract resulting from this RFP. Proposals should be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of their respective organizations.

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practical. Proposals that do not follow the prescribed format may be considered non-responsive. Each proposal section should be addressed or an assumption may be made that the proposer cannot perform the work.

The proposer’s response should demonstrate an understanding of the requirements of the State. Proposals prepared simply and economically, providing a straightforward, concise description of the proposer’s ability to meet the requirements of the RFP are also desired. Each proposer is solely responsible for the accuracy and completeness of its proposal.

Emphasis should be on completeness and clarity of content. Proposers should number the pages in their proposal. The proposal should be presented in three-ring binders with each section indexed with labeled tabs. Any other information thought to be relevant, but not applicable to the prescribed format, should be provided as a separate appendix to the technical proposal.

If publications are supplied in response to a specific RFP requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference material included in the additional documents.

## **1.6 Confidential Information, Trade Secret, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “**confidential**” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL**”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the State will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to

submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

**NOT REQUIRED FOR THIS RFP.**

### **1.7.2 Proposer Inquiry Periods**

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events (\*). Inquiries shall not be entertained thereafter.

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the State's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (\*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the solicitation or with the specifications contained therein has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Director of State Purchasing at least two days prior to the deadline for submitting proposals.

Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website ([www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp)) and is available for vendor self-enrollment. In that LaPAC provides an immediate email notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any State employee or State consultant. The State shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the State. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing  
Attention: Llewellyn Defoe  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

E-Mail: [Llewellyn.Defoe@la.gov](mailto:Llewellyn.Defoe@la.gov)  
Phone: (225)342-8020  
Fax: (225)342-8688

#### **1.8 Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

#### **1.9 Proposal Guarantee (if required)**

**NOT REQUIRED FOR THIS RFP.**

#### **1.10 Performance Bond (if required)**

**NOT REQUIRED FOR THIS RFP.**

#### **1.11 Changes, Addenda**

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.



### **1.12 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP coordinator.

### **1.13 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

### **1.14 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

### **1.16 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.17 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### **1.18 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **1.19 Taxes**

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

### **1.20 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.21 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.22 Use of Subcontractors**

Each contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which involves subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work or services contracted without the express written approval of the State.

If a proposer intends to use a subcontractor, the proposal should include specific designations of the tasks to be performed by the subcontractor. Also, the proposer must state the name of the Subcontractor(s).

Information required of the prime contractor under the terms of this RFP is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.23 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.24 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

### **1.25 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of State Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the State.

Proposals which merely offer to conduct a program in accordance with the requirements of the RFP's Scope of Work and which do not provide specific details may be deemed non-responsive. The proposal should thoroughly explain the proposed technical approach and describe how it will achieve the objectives of this procurement. At a minimum, proposals should address all basic requirements outlined in this RFP.

Proposals should conform to all instructions, conditions, and requirements included in the Request for Proposal. Proposer is expected to examine all documentation and other

requirements. Failure to observe all terms and conditions in completion of the proposal will be at the proposer's risk and may, at the discretion of the agency, result in disqualification.

## **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

## **1.27 Contract Award and Execution**

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, and any addenda, the proposal of the selected Contractor will become part of any contract initiated by the State.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana with the highest points, considering price and other factors considered.

The State intends to award to a single Proposer.

## **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's, and agency's, recommendation for award, OSP will issue a Notice of Intent to Award letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of

the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with R.S. 39:1671, to the Director of State Purchasing, within fourteen (14) days of the Intent to Award.

### **1.29 Debriefings**

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by scheduling an appointment with the Office of State Purchasing. Contact may be made by phone at (225)342-8020 or E-mail to Llewellyn.Defoe@la.gov.

### **1.30 Insurance Requirements**

**NOT REQUIRED FOR THIS RFP**

### **1.31 Subcontractor Insurance**

**NOT REQUIRED FOR THIS RFP**

### **1.32 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims

judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence:

- (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable;
- (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or
- (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or
- (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may

proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.33 Fidelity Bond Requirements**

#### **NOT REQUIRED FOR THIS RFP**

### **1.34 Payment for Services**

Each individual agency shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment II**. The Contractor may send invoices monthly to Support Enforcement Services, P.O. Box 94065, Baton Rouge, LA 70804-4065, Attention: Craig Blanchard or his designee. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the Purchase Order number and the period of time covered by the invoice. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **1.35 Termination**

#### **1.35.1 Termination for Cause**

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **1.35.2 Termination for Convenience**

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **1.35.3 Termination For Non-Appropriation of Funds**

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.36 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

### **1.37 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

### **1.38 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Social Services, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.39 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide



by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

#### **1.40 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

#### **1.41 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

#### **1.42 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.43 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.44 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

**Substitution of Personnel:** If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of

qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### **1.45 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.46 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

#### **1.47 Bidder's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

## **PART II SCOPE OF WORK**

### **2.1 Scope of Work**

**Attachment I** details the Scope of Work and deliverables or desired results that the State requires of the vendor.

To control and implement the requirements of this project, the Department will use Support Enforcement Services (SES) personnel to monitor and oversee the selected vendor. The State personnel assigned to this project will be responsible for dealing with the vendor in a timely and effective manner with regards to programmatic, systematic, and contractual issues. The Project Coordinator will be the Family Support Program Specialist 2, Craig Blanchard or his successor, assigned to Support Enforcement Services.

Contractor will provide data input of New Hire and In-Hospital Paternity, employer and birthing hospital outreach, and all services as described in **Attachment I**.

In addition, State staff will have the following roles and responsibilities:

- Review all written deliverables, and will, if necessary, respond with comments within five business days after receipt of each deliverable.
- Responsible for the supervision, direction and control of its own personnel.
- Providing log-on access to LASES and other department applications deemed necessary to carry out the terms and conditions of the contract.
- Notification to the Contractor of complaints it receives about the Contractor.

### **2.2 Period of Agreement**

The period of any contract resulting from this RFP will be three years. At the option of the agency and acceptance by the Contractor, this contract may be extended for two additional twelve (12) month periods for a total of up to five (5) years.

### **2.3 Price Schedule**

Prices proposed by the proposers should be submitted on the price schedule furnished herein on **Attachment II**. Prices submitted shall be firm for the term of the contract. Prices submitted should include delivery of all items F.O.B. Destination.

## **2.4 Deliverables**

See **Attachment I – Scope of Work, Section C**. The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

## **2.5 Location**

It is the preference of the State that the Contractor be located in Baton Rouge, Louisiana. The second preference is in Louisiana. The Contractor shall not be located outside the United States. The Contractor may work from its own offices via a remote connection to the State's data systems.

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Proposal shall include cost figures per the schedule furnished in Attachment II. Proposed prices shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State. Prices shall be the fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

### **2.6.2 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP, and should include all information requested in Section 1.5, with particular attention to:

- Plans and/or schedule for implementation.
- Plans for training.
- References for at least three clients for whom services have been provided in the last three (3) years.
- Information demonstrating the Proposer's financial stability
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

## **PART III EVALUATION**

**The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.**

The scores for the Financial and Technical Proposals will be totaled. The highest scored proposer will be recommended for selection to the head of the agency.

### **3.1 Financial Proposal (Value of 50 Points)**

Prices proposed by the Proposer should be submitted on the price schedule furnished in **Attachment II – Cost Summary**

Prices proposed shall be firm and include all labor, per diem, travel, overhead and any other costs related to the service.

Unit prices proposed will be extended by the estimated quantities shown on the price schedule. The sum of these extended line totals will be the overall total price.

The proposal with the lowest overall total price will be awarded 50 points for Costs. The other proposals will then be scored as follows:

Maximum	X	<u>Price of Lowest Proposal</u>	=	Points
awarded				
Price Points (50)		Price of Proposal being Rated		for
cost				

Scores will be rounded to two (2) decimal places throughout this process.

### **3.2 Technical Proposal (Value of 50 Points)**

The technical proposal will be evaluated and rated as follows:

- Corporate Background, Experience, and Qualifications – 10 points
- Project Staff – 10 points
- Approach and Methodology – 10 points
- Approach to Accomplishing Scope of Work – 20 points

## **PART IV. PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

When the Contract requirements are not met, the Contractor shall be given sixty (60) days written notification to correct the problem without payment of damages. (For example: The contract requirements are not met for the billing month of April. The contractor has sixty days – the months of May and June – to correct the problem without penalty.) If the requirements are not met the month following the expiration of the sixty (60) day period, and then in every month thereafter that requirements remain unmet, the Contractor shall receive a reduction of five percent (5%) of that month's invoice. The penalty is removed when the Contractor is in compliance.

If the contractor fails to comply again, the five percent (5%) penalty shall be imposed again without the benefit of the sixty (60) day corrective action period. (Example: Contractor fails to comply in April, May, June, and July. The penalty is imposed for July. The contractor complies in August and the penalty is removed. The contractor fails to comply in September. The penalty is applied in September).

### **4.2 Performance Measurement/Evaluation**

Contractor project performance will be evaluated as based on the requirements described in **Attachment I - Scope of Work**.

#### **A. Deliverables and Similar Products**

The State will review all deliverables and hardcopy products (i.e. reports, schedules, plans, etc.) to confirm that they satisfy the objectives and contract requirements defined between the State and the Contractor. Prior to the submission of deliverables and similar products the Contractor will submit outlines and drafts of the documents for agreement and approval of the basic format and content of the documents. The State will not approve or pay for deliverables and similar products that do not meet the objectives and approval criteria.

#### **B. Resource Allocation**

The State will monitor staffing levels and staff performance on a monthly basis. In the event that certain individuals continually fail to perform in an acceptable manner, the State reserves the right to request a reassignment or replacement of those individuals.

#### **C. Status Meetings and Reporting Documents**

As indicated earlier, the State will very closely examine all reporting mechanisms provided by the Contractor to determine adherence to the contract. Monthly status report and/or conference calls will be a forum to discuss all aspects of the New Hire System and In-Hospital Paternity program and to explain details of the reports mentioned above.

## **ATTACHMENT I - SCOPE OF WORK**

### **A. Overview**

The purpose of this request is to acquire the services of a Contractor to operate Louisiana's New Hire Reporting Center and the In-Hospital Paternity Program. The Center accepts New Hire data in multiple formats and presently accepts In-Hospital Paternities in hardcopy. New Hire and In-Hospital Paternity information is used to match against the Department's child support system. New Hire data is entered into the State Directory of New Hire and submitted to the National Directory of New Hire and Louisiana Department of Labor.

### **B. Tasks and Services**

#### **New Hire Reporting Program**

- Contractor shall complete the data entry of the required data elements from all sources of data within two (2) working days of the receipt of same. If data received is illegible or incomplete, the Contractor shall contact the employer to complete, correct, or verify the data within two (2) working days of receipt of the incomplete data.
- The minimum required data elements are:
  - Employee SSN (9-N)
  - Employer Federal Identification Number (9-N)
  - Employer State Identification Number (12-A/N)
  - Employee Last Name (30-A)
  - Employee First Name (16-A)
  - Employee Middle Name (16-A)
  - Employee Name Suffix (3-A)
  - Employee Address Line 1 (40-A/N)
  - Employee Address Line 2 (40-A/N)
  - Employee Address Line 3 (40-A/N)
  - Employee Address City (25-A)
  - Employee Address State (2-A)
  - Employee Address Zip5 (5-N)
  - Employee Address Zip4 (4-N)
  - Employee Date of Hire (8-N)
  - Employee Occupation (20-A)
  - Employer Name (45-A/N)
  - Employer Address Line 1 (40-A/N)
  - Employer Address Line 2 (40-A/N)
  - Employer Address Line 3 (40-A/N)
  - Employer Address City (25-A)
  - Employer Address State (2-A)
  - Employer Address Zip5 (5-N)



#### Employer Address Zip4 (4-N)

- The Contractor shall destroy the New Hire information received from employers at periodic intervals as defined by State policy and Federal regulations.
- The Contractor shall provide technical assistance to employers on the methodology and data elements for reporting. The Contractor shall work to improve data quality and accuracy. Data submission problems identified shall be addressed with employers within 90 days of identifying the problem.
- The Contractor shall provide outreach to employers at least annually to improve their methods of reporting data and when possible, to train employers to submit data electronically. All pamphlets or mail outs shall receive prior approval of the State.
- The Contractor shall identify new employers and provide outreach to new employers within 90 days of identification.
- The Contractor shall monitor employer compliance and take steps to bring the employer into compliance within 90 days of identifying the noncompliance. The Contractor shall keep a record of New Hire reports for a minimum of three years unless the files are part of litigation or investigation. The Contractor shall provide feedback to employers regarding the quality and completeness of the data submitted and shall provide employers with pertinent information to improve accuracy and compliance.
- The Contractor shall accommodate changes required by legislation at no cost to the State.
- The Contractor shall promote personal contact with employer groups through employer training sessions given by the Contractor at least annually.
- The Contractor shall provide reports to the State as described in Deliverables.
- The New Hire information reported is private and confidential and must not be used for any other purpose than New Hire Reporting. Data must always be maintained in a secure environment and destroyed on a periodic basis as prescribed by the State. The Contractor must not make such data available to any other person or company in its entirety or in any part, for any purpose whatsoever. The Contractor shall provide for the confidential and secure handling of the data by restricting access to the reports and records created to individuals who have a legitimate need for access; ensuring all individuals engaged in the performance of the contract are informed of the confidentiality of the information and the prohibition to copy, transcribe, or release data to any other individual in any manner; and maintaining the data in secure areas with limited access by authorized personnel at all times.

#### **In-Hospital Paternity Reporting Program**

- Contractor will enter into LASES all data provided by birthing hospitals within two (2) days of receipt of this information.

- Contractor will be responsible for entering backlogged In-Hospital Paternity forms currently being held by Support Enforcement Services. This number is approximately 16,800 forms. Contractor shall, within one year from the commencement of the contract, complete the entering of these forms.
- Minimum data elements to enter into LASES are:

Mother's First Name  
 Mother's Last Name  
 Mother's Middle Name  
 Mother's Name Suffix  
 Mother's SSN  
 Mothers DOB  
 Child's First Name  
 Child's Last Name  
 Child's Middle Name  
 Child's Name Suffix  
 Child's DOB  
 Father's First Name  
 Father's Last Name  
 Father's Middle Name  
 Father's Name Suffix  
 Father's SSN  
 Father's DOB  
 Hospital Name – and/or additional information necessary to uniquely identify the hospital.

- The Contractor shall provide technical assistance to birthing hospitals on the methodology and data elements for reporting and on improvement of the quality and accuracy of data submitted. Data quality and accuracy submittal problems shall be addressed with the hospital within 90 days of identifying the problem.
- In cooperation with Support Enforcement Services and/or Vital Records Registry staff, the Contractor shall provide outreach at least annually to birthing hospitals to improve their methods of reporting data and when possible, to train birthing hospital employers to submit data electronically. All pamphlets, mail outs, brochures, flyers, letters, or any type of communication to birthing hospital employers shall receive prior approval by the State.
- The Contractor shall review LASES case matches daily and forward matched copies of the paternity acknowledgments to field offices. Contractor shall also forward copies and/or originals upon receipt of a request from a field office. Copies may be sent electronically.
- In addition to housing the 16,800 forms that must be input into LASES, the Contractor shall house the 48 file drawers of acknowledgments (approximately

60,000 forms) which have already been entered into the LASES system. As requested, the Contractor shall provide copies to the field offices.

- The Contractor will work with SES to implement a methodology for entering information into a database for identifying non-hospital Acknowledgements of Paternity and paternity orders obtained by SES staff and District Attorney's staff. The State may request that the Contractor enter non-hospital Acknowledgements of Paternity and paternity order information held in district offices on inactive cases.
- The Contractor shall accommodate changes required by legislation at no cost to the State.
- The Contractor shall provide reports to the State as described in Deliverables.
- The In-Hospital information reported is private and confidential and must not be used for any other purpose than In-Hospital Reporting. Data must always be maintained in a secure environment. The Contractor must not make such data available to any other person or company in its entirety or in any part, for any purpose whatsoever. The Contractor shall provide for the confidential and secure handling of the data by restricting access to the reports and records created to individuals who have a legitimate need for access; ensuring all individuals engaged in the performance of the contract are informed of the confidentiality of the information and the prohibition to copy, transcribe, or release data to any other individual in any manner; and maintaining the data in secure areas with limited access by authorized personnel at all times.
- All acknowledgements shall be imaged and access to the images must be made available to SES staff.

### **C. Deliverables**

**Monthly Progress Reports:** Contractor shall submit a status report during the first week of each month detailing the previous month's total number of New Hire reports and In-Hospital paternities processed and the method in which the reports were received. Report should include the number of New Hire reports per day and report of website usage. This report shall accompany the monthly invoice.

**Quarterly Progress Reports:** Contractor shall submit a status report in the first week of the first month of each quarter detailing all employer and hospital outreach efforts, numbers and totals of outreach efforts, and the process used to accomplish outreach.

**Annual Expense Reports:** Contractor shall submit a status report no later than June 30<sup>th</sup> of each year detailing the costs and expenses associated with the fulfillment of this contract. This report shall be submitted to the Craig Blanchard, DSS/SES Project Manager.

**Project Manager:** Within ten days after the contract award date, the Contractor shall designate a Project Manager to meet with the assigned DSS/IS and SES staff to discuss and jointly develop a plan for the operation of the New Hire and In-Hospital Paternity Program.

**Turnover Plan:** Within ten days after the contract award date, the Contractor shall develop and provide to the State a turnover plan, which will be used at termination of this contract. Turnover plan will be updated and current at the time of expiration of this contract and the current plan presented to the State six (6) months prior to the expiration of this contract.

#### **D. Functional Requirements**

- a. The Contractor shall be responsible for all of its own office space, clerical and technical support, furniture, copy equipment, telephone, and data and phone line installation.
- b. The Contractor shall be required to establish and maintain a professional working relationship with all Louisiana birthing hospitals and employers.
- c. The Contractor shall be required to attend meetings with DSS/IS and DSS/SES, DHH Vital Records and Department of Labor personnel as requested. Contractor's Project Manager will work closely with DSS staff.
- d. The Contractor will be required to have expertise in dealing with questions concerning New Hire and In-Hospital Paternity processes and procedures.
- e. The Contractor will be responsible for providing all clerical activities. These include, but are not limited to:
  - i. Sending any requested information to requester within 24 hours of call
  - ii. Providing envelopes and postage for mail-outs
  - iii. Preparing and mailing brochures, flyers, and information packets to employers and birthing hospitals
- f. The Contractor must cooperate fully with the efforts of DSS to collect data and evaluate the services performed under this Contract.
- g. Contractor must maintain all records and have them available for auditing purposes. These records must be turned over to DSS at the termination of this Contract in a fully organized, labeled and easily accessible manner.

#### **E. Confidentiality**

Contractor must maintain confidentiality and privacy at all times, in accordance with State and federal regulations and DSS/OFS/SES policies. Breaches of confidentiality may result in fines, penalties, and civil or criminal proceedings. Any Contractor employee who breaches confidentiality requirements may be terminated. Contractor breach of confidentiality with regard to data or information to which it has access through the New Hire System or In-Hospital Paternity program may be cause for contract termination.



## **ATTACHMENT II - COST SUMMARY**

### **New Hire and In-Hospital Paternity**

The proposer must provide a fixed rate for the term of this contract. The rates will be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. This will be used in the evaluation to determine the overall points awarded for Cost.

<b>Item</b>	<b>Description</b>	<b>Estimated Quantities</b>				<b>Unit Rate</b>	<b>Total Price</b>
		<b>Year1</b>	<b>Year2</b>	<b>Year3</b>	<b>Total</b>		
<b>A</b>	Firm, Fixed Transaction Rate for New Hire Transactions*	518,304	518,304	518,304	<b>1,554,912</b>		
<b>B</b>	Firm, Fixed Transaction Rate for In-Hospital Paternity Transactions**	33,600	16,800	16,800	<b>67,200</b>		
<b>C</b>	Employer/Hospital Outreach, Customer Service, and Technical Support (Monthly)	12	12	12	<b>36</b>		
<b>D</b>	Report Production as stated in Deliverables and Transmitting Files to Public Agencies (i.e., National Directory of New Hires, La Dept of Labor)	12	12	12	<b>36</b>		
				<b>TOTAL YEARS 1-3</b>			

- \* For the purpose of evaluating the cost proposal, DSS will use the total number of New Hire transactions for 2004, which is 518,304.
- \*\* For the purpose of evaluating the cost proposal, DSS will use the total number of In Hospital Paternity Acknowledgments for 2004, which is 16,800. Year 1 includes the approximately 16,800 backlogged forms to be input.
- The Department makes no guarantee of the volume of transactions to be received by the Contractor.
- For New Hire, one transaction is equal to each non-duplicative employee hire with all mandatory reporting data elements received and added to the Louisiana New Hire Directory.

- For In-Hospital Paternity, one transaction is equal to each In Hospital paternity form with all required data elements received and entered into LASES. (This includes the back logged cases.)

### **ATTACHMENT III - CUSTOMER REFERENCES**

At least three (3) required

Company\_\_\_\_\_

Contact Person\_\_\_\_\_

Secondary  
Contact\_\_\_\_\_

Address\_\_\_\_\_

City/State\_\_\_\_\_

Telephone\_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address\_\_\_\_\_

Brief description of I.T. environment\_\_\_\_\_

(Duplicate as needed.)

## **ATTACHMENT IV - FEDERAL CLAUSES**

**The following clauses are mandatory as Federal Funds will be utilized.**

### ***A. CIVIL RIGHTS***

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap. Additionally, in accordance with Executive Order No. EWE 92-7 effective February 17, 1992 the Contractor shall not discriminate on the basis of sexual orientation in any matter relating to employment.

### ***B. ANTI-KICKBACK CLAUSE***

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### ***C. CLEAN AIR ACT***

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

### ***D. ENERGY POLICY AND CONSERVATION ACT***

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### ***E. CLEAN WATER ACT***

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

### ***F. ANTI-LOBBYING AND DEBARMENT ACT***



The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

## **ATTACHMENT V - SAMPLE GENERIC CONTRACT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

### **CONTRACT**

Be it known, that on this *(Date)* day of *(month)*, *(year)*, the *(Agency Name)* (hereinafter sometimes referred to as "State") and *(Contractor's name and legal address including zip code)* (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

### **SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)*

### **CONTRACT MODIFICATIONS**

No amendment or variation of the terms of this Agreement, or any contract entered into as a result of this Agreement, shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **HEADINGS**

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

## **PAYMENT TERMS**

The Contractor awarded a Contract as a result of this RFP shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in the Contract.

## **DELIVERABLES**

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

## **TAXES**

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all State and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

## **TERMINATION OF THIS AGREEMENT FOR CAUSE**

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

## **TERMINATION OF THIS AGREEMENT FOR CONVENIENCE**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

## **OWNERSHIP**

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

## **USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor awarded a contract as a result of this RFP shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of the Consulting and Support Services Agreement or any contract entered into as a result of this Agreement.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **WAIVER**

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

## **WARRANTIES**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*This paragraph may only apply when software is involved.*

*No Surreptitious Code Warranty.* Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

## INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as

applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required herein for any contract entered into as a result of this Agreement. Additional insurance coverage may be set forth in the SOW.

## **LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

## **SEVERABILITY**

If any term or condition of this Agreement, or any contract entered into as a result of this Agreement, or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

## **SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **ASSIGNMENT**

Contractor shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

## **CONFIDENTIALITY**

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or any contract entered into as a result of this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

## **CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26 or 39:1673.

## **RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts

directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

## **TERM OF CONTRACT**

This Agreement is effective upon OSP approval and will end no later than 36 months unless otherwise terminated in accordance with the Termination provision of this Agreement. The State has the right to extend for one-year increments up to a maximum of five (5) years.

## **COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as a Contract is fully executed between the State and the Contractor and all required approvals are obtained.

## **FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered

into as a result of this Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **COMPLETE AGREEMENT**

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

## **ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Agreement as though fully set forth herein. In the event of an inconsistency between this Agreement, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Agreement, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (*enter date*).

\_\_\_\_\_  
Signature Date

STATE OF LOUISIANA  
DEPARTMENT OF SOCIAL SERVICES  
Ann S. Williamson, Secretary

\_\_\_\_\_  
Type Name of Contractor

\_\_\_\_\_  
(If Corporation, type name and  
title of person signing contract)

\_\_\_\_\_  
Terri Porche Ricks, Date  
Undersecretary



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Duane Fontenot,  
I. T. Director

Date